

REMARKS

In the Office Action dated January 28, 2008, claims 1-7, 11, and 21-23 were rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent Application Publication No. 2003/0065546 (Gorur) in view of U.S. Patent No. 7,313,533 (Chang); claims 8 and 9 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Chang, and further in view of U.S. Patent Application Publication No. 2004/0210540 (Israel); claim 10 was rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Chang, and further in view of U.S. Patent Application Publication No. 2005/0066026 (Chen); claims 12 and 24 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Chang, and further in view of U.S. Patent No. 7,9020,869 (Abrari) and Chen; claims 13, 14, 19, 25, and 26 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari, and further in view of Chang; claim 15 was rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Israel; claim 16 was rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Chen; and claims 17, 18, and 20 were rejected under 35 U.S.C. § 103(a) as unpatentable over Gorur in view of Abrari and Chang, and further in view of Chen.

REJECTION OVER GORUR AND CHANG

In the obviousness rejection of claim 1, the Office Action conceded that the hypothetical combination of Gorur and Chang fails to disclose the parties of the different types (first type, second type, third type) being displayed as nodes in different regions (first region, second region, third region) of a view window. However, the Office Action stated that such a feature of claim 1 “would have been an obvious matter of design choice” 1/28/2008 Office Action at 3. The Office Action asserted that:

[A]pplicant has not disclosed that the arrangement of the parties in the view window solves any stated problem or is for any particular purpose and it appears that the invention would performed [sic] equally well with the parties being arranged differently.

Id.

These statements by the Office Action are clearly erroneous. As explained in the Background section of the present application, one of the issues faced by a company is the existence of “a network of complex contractual agreements.” Specification, ¶ [0003]. The Background notes that the network of agreements and the interactions between agreements may be difficult to understand, and may be difficult to manage. *Id.*

To improve user understanding and the ability of users to manage agreements between parties of at least three types, in accordance with an embodiment, a visualization technique is provided. In claim 1, such visualization technique involves displaying the parties at least three types as nodes in different regions of a view window. Note, moreover, that the third region is at least substantially between the first and second regions, as recited in claim 1. The arrangement of the visualization of claim 1 clearly would have facilitated and enhanced user convenience in understanding agreements between parties of at least three types.

Such an arrangement of visualizing parties of at least three types in different regions of a view window, where a third region is at least substantially between the first and second regions, and then displaying agreements between such parties as lines between corresponding nodes, is clearly not contemplated by either Gorur and Chang. As correctly noted by the Office Action, Gorur fails to disclose parties of at least three different types. In fact, Gorur teaches that **peer-to-peer** contract relationships are depicted in a user interface screen 300 depicted in Fig. 3. The peer-to-peer contract relationships represented by the user interface screen 300 of Gorur is

focused on the fact that Gorur contemplates just two different types of parties: provider and customer. Therefore, the issues associated with different parties of at least three types having to be represented in a view window in different regions of the view window clearly are not contemplated by Gorur. Although Chang in column 7 refers to parties P1-P4, there is absolutely no hint given in Chang that the nodes corresponding to these parties P1-P4 would be displayed in different regions of a view window. Therefore, a person of ordinary skill in the art looking to the teachings of Gorur and Chang would clearly not have been led to the claimed invention. The only apparent basis for the modification of Gorur and Chang proposed by the Office Action is based on impermissible hindsight that has benefited from the disclosure of the present invention. Without the disclosure of the present invention, a person of ordinary skill in the art would not have been led by Gorur and Chang to display nodes representing parties of at least three types in different regions of a view window, where a third region is at least substantially between the first and second regions.

In view of the foregoing, the obviousness rejection of claim 1 is clearly defective.

Claims dependent from claim 1 are allowable for at least the same reasons as claim 1. Moreover, claim 7, which depends from claim 1, further recites that the lines (representing agreements between parties) are displayed with at least one characteristic **indicative of whether a violation of a corresponding agreement has occurred**. With respect to claim 7, the Office Action cited Chang, column 4, lines 27-30. 1/28/2008 Office Action at 5. Although this passage refers to using a KPI (key performance indicator) value to determine whether a business commitment has been violated based on evaluation results, there is absolutely no hint given in Chang, or in Gorur, of lines (representing agreements between parties) being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred. Therefore, claim 7 is clearly allowable for the foregoing reasons.

Independent claim 21 and its dependent claims are allowable for similar reasons as claim 1.

Dependent claim 23 is further allowable for similar reasons as claim 7.

REJECTION OVER GORUR, ABRARI, AND CHANG

Independent claim 13 was rejected as being obvious over Gorur, Abrari, and Chang. It is respectfully submitted that the obviousness rejection of claim 13 is clearly defective.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as the U.S. Supreme Court held, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

Even if the three references could be hypothetically combined, the hypothetical combination of the references clearly would not have disclosed or hinted at the following feature of claim 13: “wherein said lines are displayed with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.” The Office Action cited Chang as disclosing “indicating whether a violation has occurred,” citing to column 4, lines 27-30, of Chang. 1/28/2008 Office Action at 12. This cited passage of Chang, as discussed above, refers to using a KPI value to determine whether a business commitment has been violated based on evaluation results. However, there is absolutely no hint given in Chang of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of a represented agreement condition has occurred.

Neither Abrari nor Gorur provides any hint of displaying lines that represent agreement conditions with at least one characteristic indicative of whether a violation of the represented agreement condition has occurred.

Therefore, even if the above references could be hypothetically combined, the hypothetical combination would not have led to the claimed invention.

Moreover, there did not exist any reason that would have prompted a person of ordinary skill in the art to combine the teachings of the references to achieve the claimed invention. As noted above, Gorur simply provides a simple view in Fig. 3 of peer-to-peer relationships between providers and customers. There is absolutely no hint given in Gorur of any desirability to display lines between the entities with a characteristic indicative of whether a violation of a

represented agreement condition has occurred. Although Chang makes reference to detecting violation of a business commitment, such detection is in the context of evaluating a KPI value, and has nothing to do with the visualization technique recited in claim 13. Therefore, a person of ordinary skill in the art would not have been led by Gorur, Abrari, and Chang to the claimed invention. Therefore, claim 13 and its dependent claims are non-obvious over these references.

Independent claim 25 and its dependent claims are similarly allowable over the cited references.


OTHER OBVIOUSNESS REJECTIONS

The Office Action also asserted other obviousness rejections against dependent claims of the independent claims discussed above. In view of the allowability of the base claims over the cited primary references, it is respectfully submitted that the obviousness rejections of the dependent claims over the primary references and other references have also been overcome.

In view of the foregoing, allowance of all claims is respectfully requested. The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 08-2025 (200310663-1).

Respectfully submitted,

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